

AMENDMENT AGREEMENT dated as of  
February 1, 1974, among FIRST NATIONAL  
STATE BANK OF NEW JERSEY (hereinafter  
called the Vendor), SEABOARD COAST LINE  
RAILROAD COMPANY (hereinafter called the  
Lessee) and THE ATLANTIC NATIONAL BANK  
OF JACKSONVILLE (hereinafter called the  
Vendee).

7004-D  
RECORDATION NO. \_\_\_\_\_ Filed & Recorded

MAR 11 1974 -2 50 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS the Vendee has agreed to purchase certain  
used railroad equipment from the Lessee pursuant to a Hulk  
Purchase Agreement dated as of March 15, 1973 (hereinafter  
called the Hulk Purchase Agreement); and

WHEREAS the parties hereto have entered into a  
Reconstruction and Conditional Sale Agreement dated as of  
March 15, 1973 (hereinafter called the Conditional Sale  
Agreement), filed and recorded with the Interstate Commerce  
Commission pursuant to Section 20c of the Interstate Commerce  
Act on April 25, 1973, recordation number 7004, whereby the  
Vendor has agreed to finance the reconstruction of such used  
railroad equipment and as security for the obligations of the  
Vendee thereunder, acquire and retain security title to such  
equipment, as so reconstructed; and

WHEREAS the Lessee and the Vendee have entered into  
a Lease of Railroad Equipment dated as of March 15, 1973

(hereinafter called the Lease), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on April 25, 1973, recordation number 7005; and

WHEREAS the Vendor and the Vendee have entered into an Assignment of Lease and Agreement dated as of March 15, 1973 (hereinafter called the Assignment), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on April 25, 1973, under the same recordation number as the Lease, whereby certain rights of the Vendor in, to and under the Lease were assigned for security purposes only by the Vendee to the Vendor; and

WHEREAS certain units of such used railroad equipment have not been reconstructed and delivered to the Vendee pursuant to the terms of the Conditional Sale Agreement; and

WHEREAS the parties hereto desire to exclude such units from the Conditional Sale Agreement in conformity with Article 2 thereof and the Lease in conformity with the second recital thereof;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Conditional Sale Agreement is hereby amended to exclude from Schedule A thereto 48 77-ton covered

hopper cars bearing the road numbers of the Lessee SCL 200502 through SCL 200549 (hereinafter called the Excluded Equipment).

2. The Lease is hereby amended to exclude from Schedule A thereto the Excluded Equipment.

3. The Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

4. The Vendor hereby releases all the right, title and interest in the Excluded Equipment it may have under the Conditional Sale Agreement or the Assignment.

5. The Vendee hereby conveys, sets over and assigns to the Lessee any right, title and interest it may have in the Excluded Equipment under the Conditional Sale Agreement and the Lease, and any right, title and interest it may have in 48 of the 350 units of used railroad equipment described in Exhibit A to the Hulk Purchase Agreement excluded from the Conditional Sale Agreement.

6. The Conditional Sale Agreement, the Lease, the Assignment and the Hulk Purchase Agreement, except as amended hereby, shall remain unaltered and in full force and effect.

7. The Lessee will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Inter-

state Commerce Act.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

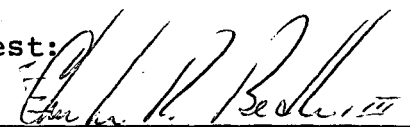
FIRST NATIONAL STATE  
BANK OF NEW JERSEY

by

  
Vice President


[Corporate Seal]

Attest:

  
Assistant Cashier

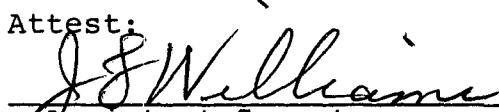
SEABOARD COAST LINE  
RAILROAD COMPANY,

by

  
Vice President and  
Treasurer


[Corporate Seal]

Attest:

  
Assistant Secretary

THE ATLANTIC NATIONAL BANK  
OF JACKSONVILLE,

by

  
Vice President

[Corporate Seal]

Attest:

  
Assistant Cashier

STATE OF NEW JERSEY)

) ss.:

COUNTY OF ESSEX )

On this 21 day of February, 1974, before me personally appeared KENNETH J. MATHEWS, to me personally known, who, being by me duly sworn, says that he is a Vice President of First National State Bank of New Jersey, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Diana Stathopoulos  
Notary Public

[Notarial Seal]

DIANA STATHOPOULOS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 11, 1974

COMMONWEALTH OF VIRGINIA )  
 ) ss.:  
CITY OF RICHMOND )

On this 8<sup>TH</sup> day of ~~February~~ <sup>MARCH</sup> 1974, before me personally appeared Leonard G. Anderson, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of Seaboard Coast Line Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My Commission Expires JUL 12 1974

STATE OF FLORIDA)

) ss.:

COUNTY OF DUVAL )

On this 28<sup>th</sup> day of February 1974, before me personally appeared Theodore R. Grabe, to me personally known, who, being by me duly sworn, says that he is a Vice President of The Atlantic National Bank of Jacksonville, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia S. Wilber  
Notary Public

[Notarial Seal]

Notary Public, State of Florida at Large  
My Commission Expires Nov. 6, 1977  
Bonded by American Fire & Casualty Co.